

SUNSET CITY CORPORATION

VOUCHER APPROVAL FOR INVOICES OVER \$15,000.00

Date: February 18, 2020 – March 3, 2020

| DATE    | VENDOR     | DESCRIPTION                                   | DEPARTMENT | AMOUNT             |
|---------|------------|-----------------------------------------------|------------|--------------------|
| 2/20/20 | Ken Garff  | 2020 Durango with trade in of<br>2014 Durango | Police     | \$18,100.00        |
| 2/28/20 | Hincklease | Pay off 2016 Charger                          | Police     | \$18,800.81        |
|         |            |                                               | Total      | <u>\$36,900.81</u> |

Mayor

\_\_\_\_\_

Council Members

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder

\_\_\_\_\_

City Treasurer

\_\_\_\_\_

Date

\_\_\_\_\_

SELLER/DEALER:

## MOTOR VEHICLE CONTRACT OF SALE

02/18/2020

DATE OF SALE:

KEN GARFF WEST VALLEY CJDR FIAT  
4175 WEST 3500 SOUTH  
W VALLEY CITY UT 84120  
(801)955-7448

SUNSET CITY CORPORATION

PURCHASER'S NAME

200 W 1300 N

STREET ADDRESS

SUNSET UT 84015

CITY

COUNTY

STATE

ZIP CODE

(801)825-1620

RES. PHONE

(801)825-1620

BUS. PHONE

DEAL #: 361936

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

|        |      |      |          |       |          |            |     |             |
|--------|------|------|----------|-------|----------|------------|-----|-------------|
| NEW    | USED | DEMO | YEAR     | MAKE  | SERIES   | BODY TYPE  | CYL | COLOR       |
| X      |      |      | 2020     | DODGE | DURANGO  | SPECIAL SE | 0   | WHT KNUCKLE |
| V.I.N. |      |      | ODOMETER |       | STOCK NO | DEL. DATE  |     | SALESPERSON |
|        |      |      | 15       |       |          | 02/18/2020 |     |             |

  

| PURCHASE PRICE AND OTHER SUMS DUE     |          |
|---------------------------------------|----------|
| 1. CASH PRICE OF VEHICLE              | 33100.00 |
| 2. ACCESSORIES/OPTIONS                | N/A      |
| 3.                                    | N/A      |
| 4.                                    | N/A      |
| 5.                                    | N/A      |
| 6. TOTAL CASH PRICE (add lines 1-5)   | 33100.00 |
| 7. MFR. REBATE \$                     | N/A      |
| 8. PORTION/REBATE APPLIED TO PURCHASE | (N/A)    |
| 9. SUBTOTAL (lines 6 minus 8)         | 33100.00 |

  

| TRADE-IN AND/OR OTHER CREDITS                                                                                                                                                                                                                                                      |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| YEAR/MAKE                                                                                                                                                                                                                                                                          | ODOMETER    |
| 2014 DODGE TRUCK                                                                                                                                                                                                                                                                   | 47560       |
| SERIES                                                                                                                                                                                                                                                                             | BODY TYPE   |
| DURANGO                                                                                                                                                                                                                                                                            | 4DR AWD     |
| V.I.N.                                                                                                                                                                                                                                                                             |             |
| 1C4SDJFT6EC365308                                                                                                                                                                                                                                                                  |             |
| *BALANCE OWED ON TRADE-IN:                                                                                                                                                                                                                                                         | N/A         |
| BALANCE OWED TO:                                                                                                                                                                                                                                                                   |             |
| ADDRESS:                                                                                                                                                                                                                                                                           |             |
| PAYOFF                                                                                                                                                                                                                                                                             | GOOD        |
| VERIFIED BY:                                                                                                                                                                                                                                                                       | UNTIL:      |
| DATE OF VERIFICATION                                                                                                                                                                                                                                                               | ACC.#:      |
| *WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE:<br>Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand. |             |
| 10. TRADE-IN ALLOWANCE                                                                                                                                                                                                                                                             | 15000.00    |
| 11. BALANCE OWED ON TRADE-IN*                                                                                                                                                                                                                                                      | N/A         |
| 12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)                                                                                                                                                                                                                              | 15000.00    |
| 13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)                                                                                                                                                                                                                                   | N/A         |
| 14. TOTAL CREDITS (total lines 12 & 13)                                                                                                                                                                                                                                            | 15000.00    |
| 15. SUBTOTAL FROM LINE 9                                                                                                                                                                                                                                                           | 33100.00    |
| 16. SERVICE CONTRACT                                                                                                                                                                                                                                                               | N/A         |
| 17. DEALER DOCUMENTARY SERVICE FEE                                                                                                                                                                                                                                                 | N/A         |
| 18.                                                                                                                                                                                                                                                                                | N/A         |
| 19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)                                                                                                                                                                                                                                     | 33100.00    |
| 20. TRADE ALLOWANCE** (line 10)                                                                                                                                                                                                                                                    | 15000.00    |
| 21. NET TAXABLE AMOUNT (line 19 minus line 20)                                                                                                                                                                                                                                     | \$ 18100.00 |
| 22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"                                                                                                                                                                                                                                         | N/A         |
| 23. UTAH LICENSE AND REGISTRATION FEES                                                                                                                                                                                                                                             | N/A         |
| 24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES                                                                                                                                                                                                                                        | N/A         |
| 25. UTAH INSPECTION/EMISSIONS TEST FEE                                                                                                                                                                                                                                             | N/A         |
| 26. UTAH WASTE TIRE RECYCLING FEE                                                                                                                                                                                                                                                  | N/A         |
| 27. N/A                                                                                                                                                                                                                                                                            | N/A         |
| 28. N/A                                                                                                                                                                                                                                                                            | N/A         |
| 29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)                                                                                                                                                                                                                                     | 33100.00    |
| 30. TOTAL CREDITS (line 14)                                                                                                                                                                                                                                                        | 15000.00    |
| 31. BALANCE DUE (total line 29 minus 30)                                                                                                                                                                                                                                           | 18100.00    |
| DAY 18 MONTH FEB YEAR 2020                                                                                                                                                                                                                                                         |             |

  

| FINANCING DISCLOSURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
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| INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged. If Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| PURCHASER AGREES TO ARRANGE FINANCING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| "A" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| "B" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:<br>INTEREST RATE BETWEEN N/A % AND N/A % PER ANNUM, TERM BETWEEN N/A MONTHS AND N/A MONTHS, MONTHLY PAYMENTS BETWEEN \$ N/A PER MONTH AND \$ N/A PER MONTH BASED ON A DOWN PAYMENT OF \$ N/A<br>(2) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.<br>(3) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO UTAH CODE ANTI SECTION 11-3-20.<br>(4) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:<br>(a) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;<br>(b) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND<br>(c) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.<br>(5) IF PURCHASER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.<br>(6) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.<br>(7) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM, (8) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS.<br>(9) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER, AND<br>(10) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.<br>(11) SIGNING THIS DISCLOSURE DOES NOT PREVENT THE PURCHASER FROM SEEKING HIS OWN FINANCING. |  |
| SIGNATURE OF PURCHASER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| SIGNATURE OF SELLER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| OTHER TERMS AGREED TO: NONE <input checked="" type="checkbox"/> AS FOLLOWS <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |

Purchaser has arranged insurance on vehicle through \_\_\_\_\_ Insurance company. Policy # \_\_\_\_\_

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN, UNLESS OTHERWISE INDICATED BY SELLER IN WRITING. ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SUNSET CITY CORPORATION

SIGNATURE OF PURCHASER \_\_\_\_\_ DATE 02/18/20 VEHICLE TO BE TITLED IN NAME OF \_\_\_\_\_  
SIGNATURE OF CO-PURCHASER \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE OF SELLER \_\_\_\_\_ DATE 02/18/20



Ken Eborn <keborn@sunset-ut.com>

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## Charger payoff

3 messages

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**Lamont Nelson** <Lamont@hincklease.com>  
To: "keborn@sunset-ut.com" <keborn@sunset-ut.com>

Thu, Feb 27, 2020 at 4:33 PM

Hi Ken,

The current payoff on the Charger is \$18,800.81

let me know if that is what you want to do.

Thanks,

Lamont

---

**Ken Eborn** <keborn@sunset-ut.com>  
To: Lamont Nelson <Lamont@hincklease.com>

Thu, Feb 27, 2020 at 4:57 PM

Thank you, can you tell me how that is good for? it might take a week or two to get the check from the city.

[Quoted text hidden]

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**Lamont Nelson** <Lamont@hincklease.com>  
To: Ken Eborn <keborn@sunset-ut.com>

Thu, Feb 27, 2020 at 5:16 PM

Good thru 3/15

Lamont

On Feb 27, 2020, at 4:57 PM, Ken Eborn <keborn@sunset-ut.com> wrote:

[Quoted text hidden]